



Unisys Corporation
11720 Plaza America Drive
Reston, VA 20190

BAFO 2

January 28, 2008

Ms. Linda Boles
Purchasing Supervisor
Dallas County
609 Main Street, Suite 623
Dallas, Texas 75202

Subject: RFQ – Inmate Phone Service Provider, RFQ No. 2007-082-2822

Dear Ms. Boles:

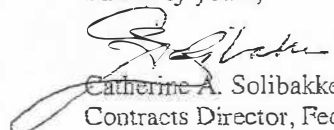
The Unisys Team is pleased to have the opportunity to present our best and final proposal for the Dallas County Inmate Phone System. Dallas County should be assured your team will have the full and complete commitment from Unisys Corporation for a successful implementation and on-going support of the inmate phone system project.

Our solution offering is developed using one of Unisys Corporation's most strategic programs—Outsourcing. Installing and maintaining highly available IT infrastructure is one of the services we do best. For Dallas County, we have leveraged the most advanced inmate telephony solution from Value Added Communications, Inc. in combination with our world-class systems integration capabilities.

Our proven approach and record of performance demonstrates our ability and willingness to achieve results. Unisys is fully committed to working closely and cooperatively with Dallas County for the timely and successful implementation of the inmate phone system project.

If I can be of any additional assistance to you, please contact me at 703/439-5265 or catherine.solibakke@unisys.com or Mr. William Dixon at 850/298/5648 or william.dixon@unisys.com.

Sincerely yours,


Catherine A. Solibakke
Contracts Director, Federal Systems, Civilian Group

GOVERNMENT
EXHIBIT NO.

361

3:14-CR-293-M

SBP-1A-162-0099-01-44217

From: Leffie Crawford
To: Boles, Linda; Connolly, Kate
Date: 2/13/2008 10:39:47 AM
Subject: RE: RFQ Inmate Phone Service Provider - Revision to BAFOLetter

Kate:

In response to your e-mail to Linda Boles, please complete the attached MBE/WBE Participation Report Form. Complete this form to describe Unisys' current M/WBE involvement on this solicitation. Return the form to Linda Boles with a copy to me.

If you have questions, please e-mail them to Linda and she will forward them to me for a response.

Thank you,

Leffie T. Crawford
M/WBE Officer

>>> "Connolly, Kate" <Kate.Connolly@unisys.com> 02/12/08 4:58 PM >>>

Linda,
Relative to the 12/18 point in the note - we didn't address it in the BAFO because it did not change from the original submission.

RE: M/WBE certified subs, I'll get back to you tomorrow with that information.

Regards,
Kate

-----Original Message-----

From: Linda Boles [<mailto:LBoles@dallascounty.org>]
Sent: Tuesday, February 12, 2008 3:40 PM
To: Connolly, Kate
Subject: Re: RFQ Inmate Phone Service Provider - Revision to BAFOLetter

Good Afternoon,

In looking through your BAFO response, we need clarification on two BAFO Points:

- 1) Staff could not find where you responded to the BAFO Point that was added on 12/18/07 (see below). Please clarify where in the response you addressed this question.
- 2) Please clarify what M/WBE NCTRCA certified subcontractors you will be using and their percentages.

Thanks for your immediate attention to this matter.

Linda Boles
Purchasing Supervisor

214-653-6500

fax: 214-653-7449

email: lboles@dallascounty.org

This message contains information which may be confidential and privileged. Unless you are the addressee, you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

>>> Linda Boles 12/28/07 12:15 PM >>>

Good Afternoon,

The Best and Final Offer letter dated December 17, 2007, is hereby amended as follows:

1) Additional BAFO point to be addressed: Dallas County's current inmate phone provider for local service uses a "Call Check" System that analyzes call volumes and contacts called parties to insure they know the potential for high bills. Dallas County desires that this type of service continue. If awarded the contract, explain how your company/system will continue to provide this service.

2) BAFO responses are to be submitted to Linda Boles (Purchasing Department) by 4:00 p.m. (CST) Monday, January 28, 2008.

Linda Boles

Purchasing Supervisor

214-653-6500

fax: 214-653-7449

email: lboles@dallascounty.org

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2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____

PROJECT TITLE _____

Total Amount of Your Bid/Proposal \$ _____
 (The amount above should equal the total amount as shown on the bid/proposal sheet)

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Name of MBE/WBE	NCTRCA* Certification #	Phone#	S / M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

[] No MBE/WBEs Added: Please Explain: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY

NAME OF YOUR BUSINESS: _____

ADDRESS: _____

PHONE # _____

() _____

Printed Name of Preparer _____

Signature _____

Title _____

Date _____

From: "Connolly, Kate" <Kate.Connolly@unisys.com>
To: "Linda Boles" <LBoles@dallascounty.org>
Date: 2/12/2008 5:03:44 PM
Subject: RE: RFQ Inmate Phone Service Provider - Revision to BAFO Letter

RE: Unisys

Linda,
Relative to the 12/18 point in the note - we didn't address it in the BAFO because it did not change from the original submission.

RE: M/WBE certified subs, I'll get back to you tomorrow with that information.

Regards,
Kate

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Thanks for your immediate attention to this matter.

Linda Boles
Purchasing Supervisor
214-653-6500
fax: 214-653-7449
email: lboles@dallascounty.org

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Linda Boles
Purchasing Supervisor
214-653-6500
fax: 214-653-7449
email: lboles@dallascounty.org

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BAFO 1 - Oct. 3, 2007

UNISYS

Unisys Response:

Unisys does not have any changes to our commitment to use M/WBE subcontractors to support this program. As communicated in our Phase I response and Phase II oral presentation, the full-time Service Representative/PIN Administration position will be staffed by G&A Telecommunications, Inc., a registered M/WBE firm based in Carrollton, Texas. The value of this contract to G&A Telecommunications is estimated to be \$420,000 over the life of the contract. This amount represents approximately 38 percent of the Unisys total on-site labor budget. G&A Telecommunications provides payphone services for the Dallas Area Rapid Transit Authority.

Approx.
\$80.0 / yr - MBE
\$ 2.1M / yr

Comments Regarding Standard Requirements, Terms, and Conditions*Dallas County BAFO Question:*

Attached with this letter is a draft of the contract outlining standard requirements, terms and conditions of which your firm will need to comply with. Please review and provide any comments and/or exceptions.

Unisys Response:

Unisys takes exception to the following provisions in the Dallas County draft Contract and offers the following proposed language for the County's consideration.

Section	Section Title	Proposed Language
8	Contractor's Software	<p>Except as indicated herein below, or as the Parties may otherwise agree in writing, development or improvements made to the Software provided by CONTRACTOR under this Contract shall be considered instantly vested and fully owned by CONTRACTOR as fully and completely as if a proper, enforceable work for hire under the copyrights laws. If any such Software improvements are not considered a work made for hire under applicable law, COUNTY hereby irrevocably assigns to CONTRACTOR all of COUNTY's right, title, and interest in and to such improvements. COUNTY shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason CONTRACTOR fails to obtain ownership of the improvements and such ownership is vested in COUNTY or its employees or agents, COUNTY agrees to (i) promptly and legally transfer rights in such improvements to CONTRACTOR wherever possible and (ii) wherever not possible, at no cost to the CONTRACTOR promptly grant to the CONTRACTOR a perpetual, exclusive, royalty-free and world-wide license to use the SOFTWARE improvements for any purpose, and to assign and sublicense its license rights.</p> <p>The Parties further agree that, upon any expiration/termination of this Contract, in the event COUNTY elects to enter into a license with CONTRACTOR for the Software (including any improvements) such license will be at any then-existing pricing and license terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any improvements) from the infrastructure upon which they reside), COUNTY shall not pay any additional fees or other consideration for Software improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Contract.</p>

From: Leffie Crawford
 To: Balusek, Shawn; Boles, Linda; Brown, Shannon; Downes, Danny; Stretcher, Ron; Thompson, Chris
 Date: 10/8/2007 5:16:23 PM
 Subject: Re: Inmate Phone Service Provider (BAFO DISCUSSIONS)

I'll be out Thursday afternoon but my M/WBE evaluations from each vendor follows:

GTL

In their original proposal, they reported that they would use Symbiont, Inc. as an MBE sub in the amount of \$274,632 for 100% of the installation and maintenance work. However, Symbiont was not certified but they did have a pending application with the NCTRCA. I am pleased to report that Symbiont, Inc., is now certified and that GTL reports that they are still a part of their team. However, they also report that Symbiont's totals will be determined upon award. I'd like to know what happened to their 1/4 million \$ commitment for M/WBE subs.

PCS

I have two changes to report on this one. First of all, PCS has submitted an application for certification with approval pending. Secondly, good news in reporting that their MBE sub, Ascension Communications, has now received their certification from the NCTRCA. They are consistent in reporting using Ascension for 3% of the project with no dollars amount given.

Securus

In the original proposal, Securus listed 2 MBE subs (5% for each but no amount given) of which neither was certified. I am pleased to report that one sub, Ascension Communications is now certified (see above); however, Corrections Communications is still pending certification approval. They also now report using Ascension for 4% or \$150,000 and Corrections for 1% or \$25,000. Again, I would like an explanation for the decreased M/WBE utilization.

Unisys

In their original proposal they listed two MBE subs; Essential Staffing G&A Telecommunications with TBD shown for each. In this BAFO response, they only list G&A Telecommunications with an estimate of \$420,000 or 38%. There is no mention of Essential Staffing. Once again, I need an explanation for this change.

WBE AND MBE

Thank you,

Leffie T. Crawford
 Minority Business Officer

>>> Linda Boles 10/08/07 1:26 PM >>>

Can everyone meet at 2:00 p.m. Thursday to discuss the BAFO responses and our next step?

Linda Boles
 Purchasing Supervisor
 214-653-6500
 fax: 214-653-7449
 email: lboles@dallascounty.org

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**M/WBE Review of BAFO #2 for the Inmate Phone Service Provider
RFQ #2007-082-2822
February 13, 2008**

Global Tel*Link (GTL)

This vendor reports that they will use Symbiont, Inc., as their MBE subcontractor. Their MBE participation is as follows:

Option #1 \$392,000

If Visit Phone Option 1 is chosen, add installation, maintenance, and recording of visitation phones. The MBE will perform 100% of the visit phone installation and maintenance. This will increase the MBE amount by \$101,000 in addition to the original \$291,000.

Option #2 \$336,000

If Visit Phone Option 2 is chosen, add installation, and maintenance of visitation phones. The MBE will perform 100% of the visit phone installation and maintenance. This will increase the MBE amount by \$45,000 in addition to the original \$291,000.

Option #3 \$291,000

The MBE will provide 100% installation and maintenance of inmate phone system and inmate phones.

Public Communication Services (PCS)

This vendor reports that they will use Ascension Communications, Inc., (Ascension) as their MBE subcontractor. They report that Ascension will perform fulfillment services. The amount is to be determined, but they report that Ascension will perform 3% of the project.

Securus Technologies, Inc.

This vendor reports that they will use Ascension Communications, Inc., as their MBE sub to perform controlling bad debt services with a minimum amount of \$155,000 per year with a 3% annual increase. They also report that they will use Ascension to perform inmate and visitation phones maintenance services in the amount of \$144,000 annually. Their WBE sub, Corrections Communications, will be a consultant in the amount of \$5,000 annually.

Unisys

This vendor reports that they will use G&A Telecommunications as the MBE sub to perform administrative and maintenance work which includes 100% of the on-site labor in the amount of \$1,300,000.

M/WBE Review of BAFO #2 for the Inmate Phone Service Provider
RFQ #2007-082-2822
February 7, 2008

Global Tel*Link (GTL)

This vendor reports that they will use Symbiont, Inc., as their MBE subcontractor. Their MBE participation is as follows:

Option #1 \$392,000

If Visit Phone Option 1 is chosen, add installation, maintenance, and recording of visitation phones. The MBE will perform 100% of the visit phone installation and maintenance. This will increase the MBE amount by \$101,000 in addition to the original \$291,000.

Option #2 \$336,000

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Unisys

This vendor did not submit any documents pertaining to M/WBE participation. There are no M/WBEs listed on their team. In their original proposal they listed one MBE and one WBE sub; in the first BAFO, they list one MBE sub and in this proposal (BAFO#2), they do not list any M/WBE firms at all. It is imperative that I contact this vendor at the appropriate time to verify if they have dropped all of their M/WBE subs, or find out if this was an oversight.

2. MBE/WBE PARTICIPATION REPORT

RFQ NO. 2007-082-2822

Dallas County Inmate Phone System

PROJECT NUMBER

PROJECT TITLE

Total Amount of Your Bid/Proposal \$ 62% of billable call revenue paid to the County
(The amount above should equal the total amount as shown on the bid/proposal sheet)

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Name of MBE/WBE	NCTRCA* Certification #	Phone#	S / M**	Description of Work	Amount	%
G&A Telecommunications	9181	214-882-9938	S	Administration and Maintenance	\$1.3M	100% of on-site labor

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

[] No MBE/WBEs Added: Please Explain: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY

NAME OF YOUR BUSINESS:	ADDRESS:	PHONE #
Unisys Corporation	5700 South Mopac Expressway, Austin, Texas 78749	(512) 402-1611

Kate Connolly
Printed Name of Preparer

Kate Connolly
Signature

Executive Director
Title

6-4-08
Date

2. MBE/WBE PARTICIPATION REPORT

RFQ NO. 2007-082-2822

Dallas County Inmate Phone System

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NAME OF YOUR BUSINESS:

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PHONE #

Unisys Corporation

5700 South Mopac Expressway, Austin, Texas 78749

(512) 402-1611

Kate Connolly
 Printed Name of Preparer

Signature

Executive Director
 Title

2-13-08
 Date

Oct. 3, 2007

Dallas County RFQ 2007-082-2822

Unisys BAFO Response

2.4 Minority/Women Business Compliance

If there are changes in the Minority/Women Business Compliance Documents, explain the changes and re-submit the appropriate M/WBE forms included in the RFQ.

Unisys Response:

Unisys does not have any changes to our commitment to use M/WBE subcontractors in support of this program. As communicated in our Phase I response, and Phase II oral presentation, the full-time Service Representative/ PIN Administration position will be staffed by G&A Telecommunications, Inc., a registered M/WBE firm based in Carrollton, Texas. The value of this contract to G&A is estimated to be \$420,000.00 over the life of the contract. This dollar amount represents approximately 38% of Unisys's total on-site labor budget. G&A currently provides payphone services for Dallas Area Rapid Transit Authority.

From: "Connolly, Kate" <Kate.Connolly@unisys.com>
To: "Leffie Crawford" <LTCrawford@dallascounty.org>
Date: 6/4/2008 5:24:30 PM
Subject: RE: Unisys' M/WBE Participation Report Form

Leffie,
I've updated the form to reflect that this is still our plan. I've scanned it into a doc file for you.

We are in negotiations with the County and will finalize sub negotiations thereafter.

I will send you an updated M/WBE form within 30 days of Dallas County contract closure.

Regards,
Kate

-----Original Message-----

From: Leffie Crawford [mailto:LTCrawford@dallascounty.org]
Sent: Tuesday, June 03, 2008 3:58 PM
To: Connolly, Kate
Cc: Linda Boles
Subject: Unisys' M/WBE Participation Report Form

Kate:

Please complete the attached MBE/WBE Participation Report Form (Participation Form) giving updated information regarding your firm's utilization of minority/women-owned business subcontractors/suppliers on the Inmate Phone Service Provider solicitation. The latest Participation Form we have on file for your firm is dated February 13, 2008. In order to ensure that we have accurate information, it is necessary for you to submit a revised Participation Form giving current information. Please be specific in your completion of this Participation Form by answering all items. Mark the form "Revised" at the top of the form and date it with the current date. Return the Participation Form return to me by Thursday, June 5th. If you choose to send by fax, my fax number is (214) 653-7449.

If you have questions, please e-mail Linda Boles who will forward your question(s) to me for a response.

Thank you,

Leffie T. Crawford
M/WBE Officer

CC: "Linda Boles" <LBoles@dallascounty.org>

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Kate Connolly
 Printed Name of Preparer

Signature

Executive Director
 Title

6-4-08
 Date

From: "Connolly, Kate" <Kate.Connolly@unisys.com>
 To: "Leffie Crawford" <LTCrawford@dallascounty.org>
 Date: 6/5/2008 4:46:37 PM
 Subject: RE: Unisys' M/WBE Participation Report Form

Leffie,
 I apologize if there has been any confusion.
 \$1.3M is estimated for G&A Telecommunications to perform 100% of the onsite labor for the project through the contract term.

The work is pin administration and technical support. That is the administration and maintenance work associated with the ongoing operations.

Again, I am more than happy to detail with you after our contract is closed with you since we close with our subs per our closure with you.

I hope this helps,
 Kate

-----Original Message-----

From: Leffie Crawford [mailto:LTCrawford@dallascounty.org]
 Sent: Thursday, June 05, 2008 4:30 PM
 To: Connolly, Kate
 Cc: Linda Boles
 Subject: RE: Unisys' M/WBE Participation Report Form

Kate:

We are still unclear of your M/WBE involvement on this project. We need a more clearer picture of your firm's M/WBE participation. Please be more specific and explain exactly what duties G&A Telecommunications will be handling. You list administration and maintenance under description of work, but we are not sure what this entails. Is the 100% on-site labor a separate assignment, or is it a part of the administration and maintenance work? For the \$1,300,000 you have listed for G&A Telecommunications, what dollar amount and percentages will be allocated to each assignment?

Thank you,

Leffie T. Crawford

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Thank you,

Leffie T. Crawford
M/WBE Officer

CC: "Linda Boles" <LBoles@dallascounty.org>

Leffie Crawford - RE: Attachments

Page

From: "Connolly, Kate" <Kate.Connolly@unisys.com>
 To: "Linda Boles" <LBoles@dallascounty.org>
 Date: 6/12/2008 3:59:27 PM
 Subject: RE: Attachments

Linda,
 I will.

I'm pulling all the documents together.

I suggest for purposes of keeping the volumes less huge that we
 reference the County docs

But I supply our docs since they have all the county original language.

I'm preparing you the zip file.

Kate

-----Original Message-----

From: Linda Boles [mailto:LBoles@dallascounty.org]
 Sent: Thursday, June 12, 2008 12:13 PM
 To: Connolly, Kate

Cc: Chris Thompson; Joel Winful; Leffie Crawford; Mona Birdwell; Shannon
 Brown
 Subject: Attachments

Hi Kate,

In looking through the documents/emails the following documents need to
 be included and/or at least referenced in the contract.

- 1) County's original RFQ No. 2007-082-2822
- 2) County's RFQ Addendum No. 1 dated April 24, 2007
- 3) County's RFQ Addendum No. 2 dated April 24, 2007
- 4) Unisys' response to the RFQ dated May 10, 2007
- 5) Unisys' response to BAFO #1 dated October 3, 2007
- 6) Unisys' response to BAFO #2 dated January 28, 2008
- 7) Unisys' clarification documents dated: Feb. 13, 2008, May 28, 2008
 and June 3, 2008
- 8) Unisys' completed M/WBE Documents

Let me know if you think I missed something.
 Thanks

Linda Boles
 Assistant Purchasing Agent
 14-653-6500
 x: 214-653-7449
 mail: lboles@dallascounty.org

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 privileged. Unless you are the addressee, you may not use, copy or
 disseminate the message or any information contained in the
 message. If you have received the message in error, please advise the
 sender by reply e-mail and delete the message.

CC: "Chris Thompson" <CThompson@dallascounty.org>, "Joel Winful" <JWinful@dallascounty.org>, "Leffie Crawford" <LTCrawford@dallascounty.org>, "Mona Birdwell" <MBirdwell@dallascounty.org>, "Shannon Brown" <SBrown@dallascounty.org>

From: "Connolly, Kate" <Kate.Connolly@unisys.com>
To: "Linda Boles" <LBoles@dallascounty.org>
Date: 6/13/2008 10:55:38 AM
Subject: RE: Attachments

Linda,
 Did you receive the 8MB file with all the 4-8 docs?

Let me know if you need any other files.

Thanks,
 Kate

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- 5) Unisys' response to BAFO #1 dated October 3, 2007
- 6) Unisys' response to BAFO #2 dated January 28, 2008
- 7) Unisys' clarification documents dated: Feb. 13, 2008, May 28, 2008 and June 3, 2008
- 8) Unisys' completed M/WBE Documents

Let me know if you think I missed something.
 Thanks

Linda Boles
 Assistant Purchasing Agent
 214-653-6500
 fax: 214-653-7449
 email: lboles@dallascounty.org

This message contains information which may be confidential and privileged. Unless you are the addressee, you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

CC: "Chris Thompson" <CThompson@dallascounty.org>, "Joel Winful" <JWinful@dallascounty.org>, "Leffie Crawford" <LTCrawford@dallascounty.org>, "Mona Birdwell"

<MBirdwell@dallascounty.org>, "Shannon Brown" <SBrown@dallascounty.org>, "Davis, Roy"
<Roy.Davis@unisys.com>, "Dixon, William E." <william.dixon@unisys.com>

4 Attachments

From: "Connolly, Kate" <Kate.Connolly@unisys.com>
 To: "Linda Boles" <LBoles@dallascounty.org>
 Date: 6/13/2008 11:23:58 AM
 Subject: RE: Attachments

-----Original Message-----

From: Linda Boles [mailto:LBoles@dallascounty.org]
 Sent: Friday, June 13, 2008 11:02 AM
 To: Connolly, Kate
 Cc: Chris Thompson; Joel Winful; Leffie Crawford; Mona Birdwell; Shannon Brown; Davis, Roy; Dixon, William E.
 Subject: RE: Attachments

No, the emails I received from you had no reference to attachments nor included any.

>>> "Connolly, Kate" <Kate.Connolly@unisys.com> 06/13/08 10:49 AM >>>
 Linda,
 Did you receive the 8MB file with all the 4-8 docs?

Let me know if you need any other files.

Thanks,
 Kate

-----Original Message-----

From: Linda Boles [mailto:LBoles@dallascounty.org]
 Sent: Thursday, June 12, 2008 12:13 PM
 To: Connolly, Kate
 Cc: Chris Thompson; Joel Winful; Leffie Crawford; Mona Birdwell; Shannon Brown
 Subject: Attachments

Hi Kate,

In looking through the documents/emails the following documents need to be included and/or at least referenced in the contract.

- 1) County's original RFQ No. 2007-082-2822
- 2) County's RFQ Addendum No. 1 dated April 24, 2007
- 3) County's RFQ Addendum No. 2 dated April 24, 2007
- 4) Unisys' response to the RFQ dated May 10, 2007
- 5) Unisys' response to BAFO #1 dated October 3, 2007
- 6) Unisys' response to BAFO #2 dated January 28, 2008
- 7) Unisys' clarification documents dated: Feb. 13, 2008, May 28, 2008 and June 3, 2008
- 8) Unisys' completed M/WBE Documents

Let me know if you think I missed something.
 Thanks

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CC: "Chris Thompson" <CThompson@dallascounty.org>, "Joel Winful" <JWinful@dallascounty.org>, "Leffie Crawford" <LTCrawford@dallascounty.org>, "Mona Birdwell" <MBirdwell@dallascounty.org>, "Shannon Brown" <SBrown@dallascounty.org>, "Davis, Roy" <Roy.Davis@unisys.com>, "Dixon, William E." <william.dixon@unisys.com>



Jan - Feb 2008 zip

Clarification Details submitted to Dallas County on February 13, 2008

M/WBE Participation

Please note that Unisys does have a change to our commitment to use M/WBE subcontractors in support of this program. As communicated in our Phase I response, the full-time Service Representative/ PIN Administration position was to be staffed by G&A Telecommunications, Inc., a registered M/WBE firm based in Carrollton, Texas. The value of this contract to G&A is estimated to be \$420,000 over the life of the contract. This dollar amount represented approximately 38% of Unisys's total on-site labor budget. Unisys has decided to use G&A services for all on-site Technician services. Therefore, our total M/WBE content is expected to be \$1.3M over the life of the contract or 100% of our on-site staff.

Call Check Functionality

The Unisys solution has systems and processes in place to provide advance notice of high phone bills to the recipients of inmate calls. In addition, our systems are designed to provide the following:

- Control uncollectible bad debt
- Maximize Revenue (Revenue Assurance)
- Prevent telephone fraud and scams to unsuspected individuals and businesses

The VAC system includes an IVR auto-dialer that can be programmed to place outbound calls to households when a certain collect call debt threshold has been reached or exceeded. Unisys can set the notification threshold at whatever value the County deems appropriate. In addition, the VAC Focus System has the ability for called parties to hear the rates that are being charged for the call at the beginning of each phone call. These two features will prevent called parties from being surprised by the value of their monthly phone bill.

Controlling Uncollectible Bad Debt

Unisys will bill collect call household accounts through Local Exchange Carriers (LEC) and pre-paid account owners through the VAC V-CONNECT services. The pre-paid V-CONNECT service is the best safeguard available to manage bad debt. The following is the calling procedures involved with the notification of the requirement to set up a V-CONNECT pre-paid account. Households that can't be billed through their local exchange carrier will be required to set up a pre-paid collect call account.

The process includes notification of the inmate during a collect call attempt that in order for the collect call to be completed, the called party must set up a pre-paid account. The called party is also notified that in order to receive a collect call from the inmate, they need to set up a pre-paid account. The called party is instructed to "press 4" to immediately set up an account or to dial the VAC 1-800 number to set up an account.

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Several different payment methods are available to pre-paid account holders for funding the account including credit card, debit card, check, and money order. Once the account is funded the called party can start receiving calls from the institution immediately. Account owners can sign up on-line, over the telephone, or send payment by mail to Value-Added Communications, Inc., PO Box 678517, Dallas, TX 75267.

Account owners can set up a pre-paid account securely on-line through the web-site <http://www.myvconnect.com/>. The on-line account set-up process and graphical user interface is very intuitive. Account owners are required to submit their full names, addresses, phone number, e-mail, self-selected password, and credit card information. The account owner is also required to select the institution or correctional system that a pre-paid collect call will originate from.

Revenue Assurance

VAC's revenue assurance program will provide customers receiving calls from Dallas County inmates with a wide range of billing and payment options, improving the County's ability to process calls to any telephone number. The program will increase revenues and eliminate customer dissatisfaction associated with not being able to receive calls. VAC's systems provide a variety of billing and payment options to meet the customers' needs, including advanced payment and direct billing.

The VAC systems are comprised of three components, described below, which provide for an automated billing and payment platform, increased data collection, and, most importantly, an easier method for customers to subscribe to these services than those available through any other inmate telephone system offeror.

- Performs multiple calculations from various data sources to determine if a call can be billed
- Gathers call information that is not available in the Line Information Database (LIDB) from multiple sources to assist in performing billing calculations
- Provides customers with a quick, secure, and reliable method of accepting and paying for prepay calls while also ensuring that all of the revenue is collected.

VAC also provides services and capabilities that include credit validation, predetermined spending limits, a knowledgeable and multilingual customer service department, and different payment options for the called party. VAC's systems and services offer a safe and viable alternative to collect call billing.

When a collect call is placed over a VAC-provided system, the system begins collecting and interpreting collect call data. Most inmate telephone providers only use the standard LIDB as their source for validating the billable capabilities of the called party. VAC provides a much more comprehensive analysis than just an LIDB validation. VAC collects and interprets the call data from several sources and executes algorithms to verify if the call can be billed properly. If it cannot, it provides the called party with options to be able to accept the call. This entire process takes place in near-real time, eliminating delays to the caller.

UNISYS

VAC also maintains an extensive database of called party information, providing as much information as possible to make intelligent decisions on how to place collect calls. The process incorporates the LIDB validation process, as well as information from several other sources, including credit bureaus, credit limits, LEC payment history, and VAC's customer service department. Information such as credit checks, customer limits, and payment history are all stored.

Typical inmate telephone service providers restrict too many calls in order to lower bad debt, thus reducing the overall collect call revenue and increasing inmate tensions. The VAC system was created to maximize call revenue and reduce bad debt by providing the most valuable balance between the two. The Unisys Team's proposed system incorporates complete revenue assurance functionality to deliver a more accurate and comprehensive validation system. This will provide the Dallas County with maximum call revenue while reducing the cost of bad debt to the Unisys.

The VAC systems provide comprehensive capabilities used to reduce bad debt and fraud and maximize call revenue. Once these systems have identified the need for additional billing support for a called number, they invoke VAC's V-CONNECT system. V-CONNECT provides an easy method for customers with billing issues to create pre-pay accounts, make payments, and receive calls. The primary function of V-CONNECT is to provide an automated direct connection between the called party and VAC Customer Service Representatives (CSR) in order to establish an account for receiving calls.

Contacting a CSR allows the called party to immediately set up a prepaid account, allowing the inmate to easily place calls through the system. V-CONNECT provides the answer to CLEC billing issues as well as bad debt, and, unlike other inmate telephone system providers' systems, does not create a "Telemarketer Do-Not-Call list" problem because the inmate is the person placing the call. Other inmate telephone providers typically have to contact the called party to establish accounts, thereby violating the FCC's Do-Not-Call list regulations.

Prevention of Telephone Fraud

The VAC Focus 100 system has several features to prevent fraud. First, the system has three-way call detect. The system can also be configured to only allow outbound calls that have been entered on an inmate's allowed call list. The system also requires positive acceptance from a called party. Lastly, called party's can automatically have their number added to a "do not call" list.

Each and every call placed through the proposed Unisys ITS will be announced to the called party using an announcement similar to the following:

"This is a Value Added Communications Collect Call from 'Inmate Name' at the 'Facility Name.' This call will be monitored and recorded. The use of 3-way or call waiting is not allowed. To hear the cost of this call, dial 8 now. If you wish to block any future collect calls, dial 7-7. To refuse this call, hang up. If you wish to accept and pay for this call, dial 5 now."

As is show above, this announcement notifies the called party that the call is from a Dallas County Jail, provides a quote of existing rates and requires that the call party

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positively accept the call. If the called party dials 8, they will be connected to an automated message that will provide the cost of the call based upon the dialed call type. For example, if the called party is in a local calling area the Focus system will determine this based upon the dialed number and only provide the local rate. If the called party is in an IntraLata area only the IntraLata rate will be provided.



5700 S. Mopac Expressway
Austin, Texas 78733
512-402-1611 (Office)
512-532-0959 (Fax)

February 13, 2008

Ms. Linda Boles, Purchasing Supervisor
Dallas County Purchasing Department
509 Main Street, Room 623 Records Building
Dallas, TX 75202

Re: RFQ 2007-082-2822 – Inmate Phone Service Provider – Unisys BAFO Clarification Response

Dear Ms. Boles:

Thank you for giving the Unisys Team the opportunity to respond to Dallas County's Inmate Phone Service Provider BAFO clarification request provided in your email yesterday, February 12th.

- We have increased our M/WBE participation rate for the ongoing services onsite. The remaining portions of the project is not easily subcontracted (one time setup, hardware or software.)
- We also addressed the "Call Check" question in more detail and hope that you appreciate that we're tackling the requirements in the most efficient manner possible.

As we have stated in prior submissions, we believe that the Unisys Team is the right choice for Dallas County: we have the right team with proven, successful experience to reduce risk and we have the right solution that has been deployed with high customer satisfaction.

On behalf of the entire Unisys team, we sincerely appreciated the opportunity to participate in this solicitation. Please let me know if you have any questions relative to this letter. My cell phone number is 512-828-9034.

Sincerely,

Kate Connolly
Executive Director, Texas Public Sector
Kate.connolly@unisys.com

Attachments: (1) Clarification Details and (2) Updated M/WBE Form

Unisys

Unisys Corporation
11720 Plaza America Drive
Reston, VA 20190

January 28, 2008

Ms. Linda Boles
Purchasing Supervisor
Dallas County
609 Main Street, Suite 623
Dallas, Texas 75202

Subject: RFQ – Inmate Phone Service Provider, RFQ No. 2007-082-2822

Dear Ms. Boles:

The Unisys Team is pleased to have the opportunity to present our best and final proposal for the Dallas County Inmate Phone System. Dallas County should be assured your team will have the full and complete commitment from Unisys Corporation for a successful implementation and on-going support of the inmate phone system project.

Our solution offering is developed using one of Unisys Corporation's most strategic programs—Outsourcing. Installing and maintaining highly available IT infrastructure is one of the services we do best. For Dallas County, we have leveraged the most advanced inmate telephony solution from Value Added Communications, Inc. in combination with our world-class systems integration capabilities.

Our proven approach and record of performance demonstrates our ability and willingness to achieve results. Unisys is fully committed to working closely and cooperatively with Dallas County for the timely and successful implementation of the inmate phone system project.

If I can be of any additional assistance to you, please contact me at 703/439-5265 or catherine.solibakke@unisys.com or Mr. William Dixon at 850/298/5648 or william.dixon@unisys.com.

Sincerely yours,

Catherine A. Solibakke
Contracts Director, Federal Systems, Civilian Group

Unisys

BEST AND FINAL
PROPOSAL RESPONSE

Dallas County

Inmate Phone Service Provider

RFQ No. 2007-082-2822



DALLAS COUNTY
RFQ-INMATE PHONE SERVICE PROVIDER
RFQ No. 2007-082-2822

Executive Summary

Unisys is proud to join Value Added Communications, Inc. (VAC) in submitting our best and final response to the Dallas County Inmate Phone System (IPS) Request for Proposal (RFP). The Unisys Team brings a powerful combination of people, experience, technical solution, and delivery approach that makes us the optimum choice to implement the Dallas County's next generation IPS.

Experience and Ability

As a global leader in providing professional consulting and staffing services to clients worldwide, Unisys offers Dallas County depth and breadth of experience in service delivery and project administration. The Unisys Team has an in-place combination of a local account management team, refined processes, and exceptional resource capacity. Our collective inmate telephony experience is unparalleled in its breadth which covers federal, state, and local institutions.

The Unisys solution provides significant and unique features that give Dallas County the best combination of rates, commission, secure and reliable systems, staff qualifications, and experience. Unisys and our teaming partner Value Added Communications, Inc (VAC) understand your business, goals, and requirements. Unisys strongly believes that our proposal exceeds the requirements specified in RFP and will provide the "best value" to the County. We look forward to continuing to work closely and cooperatively with Dallas County in providing technical support personnel and the quality of work and services specified in the RFP.

We offer next generation IPS hardware and software to provide the optimum solution for the next-generation IPS. Our team has extensive experience designing and providing IPS solutions for Federal, state and local prison populations; installing and maintaining large-scale nationwide and state systems; and working in partnership with our customers to develop enhanced solutions. Our proposed staff has successfully managed large-scale telecommunication system programs; possess knowledge of Dallas County policies, procedures, and culture; and have hands-on experience with the full range of correctional systems. The team has more than 100 years of combined experience delivering solutions in the corrections and law enforcement arena. We offer a proven solution with a user learning curve that is lower and shorter than any other approach. Our delivery and transition approach is optimized to mitigate critical risks to the Dallas County IPS program. We have significant experience transitioning local, state, and Federal IPS systems, and our customers are highly satisfied with our delivery results.

Unisys is proposing the VAC Focus IPS to meet the requirements of Dallas County. In addition to providing a smaller, high-density hardware footprint and technological refresh capabilities, the Focus system can be quickly installed, requires low maintenance, and provides the user choices in advanced remote or local monitoring and configuration capabilities. Our IPS solution is highly reliable and resilient. For example, in November 2007, we averaged less than 0.17 trouble tickets per site for our Federal Bureau of Prisons (FBOP) customer with no down time for any of the 94 production systems supporting nearly 6500 phones and 180,000 inmates.

We are highly qualified and experienced in migrating customers from legacy to next-generation systems as evidenced by our most recent transition of all FBOP sites while meeting every milestone. Our IPS solution is designed to be easy to install, and we will have field support staff on-site and within one hour driving distance of all Dallas County correctional facilities. Based on these facts and considerations, the Unisys Team is confident we offer Dallas County *the lowest risk solution* for the IPS.



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The full intellectual property and research and development capabilities of Unisys and VAC will be brought to bear on the Dallas County's needs. The Unisys Team represents the best choice to achieve the next-generation of inmate phone capabilities. We understand that, in addition to the Dallas County's need to meet basic IPS operational requirements, the County also faces challenges such as the need to detect and prevent criminal or other inappropriate inmate conduct. Our solution incorporates outstanding three-way call detection capabilities. In addition, we offer optional security and investigative services such as automatic verification of inmate callers through voice recognition plus key word and phrase scanning of recorded calls. We are developing enhancements to the required capabilities – putting us in an advanced position and making us the only IPS provider that can reliably help the County realize full potential of the IPS. With the Unisys Team solution, the Dallas County will have a system with more functionality and greater dependability than any alternative offering, and one that takes full advantage of latest advancements in technology to assist the County in satisfying future needs.

The Right Team

The Unisys Team is committed to the successful delivery and operation of the Dallas County IPS. We understand County policies and procedures, and we have successfully developed, delivered, and maintained an IPS for the FBOP and the states of Colorado, Missouri, Washington, and Pennsylvania. The Unisys Team's proposed program management staff understands the corrections environment and has a demonstrated ability to exceed customer expectations.

The Unisys Team is focused on bringing the most qualified and skilled staff, with the highest level of expertise and best-in-class capabilities to this engagement. Together, the Unisys Team represents this optimum mix of attributes. We have created a truly integrated working partnership for the delivery and operation of the IPS. This partnership is built on:

- ✓ A shared commitment to the success of the IPS
- ✓ Meaningful and open communications
- ✓ Accountability for results
- ✓ Trust
- ✓ Flexibility
- ✓ Risk sharing

As the prime contractor, Unisys will be responsible for the overall effort and will provide leadership to achieve success.

The following table provides a summary of the qualifications the Unisys Team brings to the program.

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Company	Capabilities
Unisys	Headquartered in Blue Bell, Pennsylvania, Unisys is a publicly held Fortune 500 company with nearly \$6 billion in annual revenue. We have a proud 118-year history of creatively helping businesses and governments apply information technology (IT) to achieve new levels of competitiveness and success. <i>Our 36,000 employees serve more than 50,000 clients, including more than 1,500 government agencies worldwide, as well as over 900 local governments.</i> Unisys is one of the largest IT solutions providers and manufactures of some of the most reliable, high-performance servers in the world. As a major systems integrator, Unisys has successfully met some of the most complex commercial and federal IT implementation challenges. Unisys is also one of the world's largest telecommunications system integrators and a global leader in biometric research, development, and application. Our expertise in both areas will provide the Dallas County with an unparalleled source of industry expertise and capabilities. Unisys has more than 100 telecommunications service provider customers in 40 countries. Our speech recognition solutions group has been awarded four patents and currently has six patents pending. Over the last 3 years, we have spent more than \$1 billion on research and development (R&D) to maintain our competitive edge in the IT market.
	Value-Added Communications, Inc. (VAC) was formed in 1988 to provide automated, cost-effective call processing technology and services to the telecommunications industry. Since 1998, VAC has been an integral component of the Federal Bureau of Prisons Inmate Telephone System program. VAC has installed its state-of-the-art call processing technology in all Federally controlled confinement facilities across the United States. VAC's extensive experience managing inmate telephony projects and managing call revenue allows the Unisys Team to leverage lessons learned by the company on previous engagements and benefit from VAC's knowledge and understanding of deploying and operating inmate telephony systems in the Federal and state corrections environments.

Table 1 – The Unisys Team. Unisys brings a team with exception background and capabilities in providing IPS solutions across the U.S.

One of the strengths of the Unisys Team is our R&D investment in Unisys produced hardware used to satisfy current industry and government requirements. Unisys is the only IPS prime that manufactures hardware. The Unisys Team offers the County an unmatched ability to ensure high IPS reliability and system performance. We provide some of the most reliable and scalable servers in the world. For example, our hardware is used by global financial service institutions and telecommunications providers to process trillions of dollars of transactions and millions of voice communications per day, respectively. To ensure we are always able to provide the levels of performance our clients expect, Unisys maintains strategic and collaborative relationships with the leading IT vendors. We share, for example, enterprise-class competency centers with Microsoft and Intel, which are chartered to provide highly qualified expertise and deploy highly reliable solutions in a Windows operating environment.

VAC has a proven record of supporting correctional customers over the past decade. In 2004, prior to the FBOP contract, Unisys conducted an extensive evaluation of IPS vendors and products (e.g., Securus, ICS, and Radical) and determined that VAC offered the mix of solution functionality, quality-driven services, and familiarity of the environment that is essential to ensuring IPS program success. VAC's inmate calling solution—Focus—meets or exceeds all of the technical requirements of the RFP. Unisys considers VAC a best-in-class inmate telephony solution provider. While our teaming arrangement with VAC is typically non-exclusive, VAC is our only choice for partnering in the inmate phone market. Over the past two years, Unisys and VAC have built a solid working relationship, and we are confident of our ability to partner with Dallas County for the successful rollout of the next-generation IPS.

The Right Solution

The Unisys Team's solution comprises the optimum IPS technical solution, the right organizational structure, the right people, and a management approach designed to ensure low calling rates, team cohesiveness, open and clear lines of communication, emphasis on delivery and customer satisfaction, development of software on-time and with high quality, and rapid and effective response to short- or long-term directional change.

Based on our IPS experience and lessons learned, we understand that meeting the County's high expectations for IPS operations and support over the next 5 years requires a well organized and capable team that can provide knowledgeable and experienced staff and best-in-class hardware and software solutions. The Unisys Team's approach ensures the provision of the optimum IPS solution, while minimizing risk to the County in multiple program areas by leveraging

- ✓ Unisys program management (cost, schedule, reporting, quality, partner management)
- ✓ A call processing architecture featuring the VAC Focus inmate calling application in production in federal, state, and local corrections environments.
- ✓ Unisys Tier IV hardened data center in Salt Lake City, Utah
- ✓ Advanced billing, collection, and validation services for collect and pre-paid collect calls with an emphasis on accuracy, revenue assurance, and bad debt management
- ✓ VAC Systems operations and maintenance support (e.g., help desk, remote, and onsite support)
- ✓ Familiar and responsive on-site maintenance personnel
- ✓ Quality driven capability enhancement and software development methods (e.g. interfaces, enhancements, additional functionality)

Our solution architecture has the following attributes:

- *The VAC Focus solution is scalable.* Our solution is designed to allow the addition of hardware components, such as adding servers, network bandwidth, and storage, to address performance, throughput, or volume requirements. As the business needs of the IPS program evolve, the solution can evolve as well.
- *The Unisys solution incorporates best-of-breed commercial off the shelf (COTS) products whose vendors continue to independently move their products forward to support market requirements and innovation in the commercial marketplace.* Unisys uses COTS products for core processing functionality, and develops custom coding where necessary to meet IPS business requirements. The COTS components of our solution evolve as the market evolves. This allows the flexibility to acquire new functionality at minimal expense through upgrades to a new version/release of these products when they become available. Based on Government direction, Unisys will update to new versions/releases of COTS products that make up the solution.

Highlights of the components of the IPS solution depicted above are briefly addressed in the following sections.

Technical Highlights

The VAC Focus solution meets or exceeds all the requirements set forth in the RFP and is proven in the correctional environment. The Unisys Team solution uses the highest quality commercial off-the-shelf (COTS) hardware products—products that are also highly reliable and scalable. The solution will efficiently accommodate system enhancements and additional future functionality, and result in the best value over the life of the IPS.

Engineering of the IPS technical solution began nearly a decade ago, when VAC began evaluating the possibilities of creating a system to meet growing challenges of the inmate calling industry, e.g. size of equipment, growth of user population, rate of technological advancements, and systems costs. The result of this evaluation and engineering process was a system designed specifically to meet the anticipated needs of the large scale, multi-campus correctional environment. Our proposed solution was specifically designed for a corrections environment such as that in Dallas County. The Focus system is easily configurable to comply with the requirements of multiple institutions, high-population facilities, and various voice and data transmission platforms, as well as accommodate new trends in technology. Telephony components designed and manufacture by Dialogic were specifically chosen for their high-density capabilities and their adaptability to various DOC facility platforms - representing the smallest hardware footprint and most cost-effective solution available in the inmate marketplace today. Unisys, VAC, and Dialogic have established an excellent engineering development relationship, enabling rapid response to support, upgrades, and engineering change process requirements to meet our customer's high demands.

Program Management and Key/Critical Personnel Highlights

The best service companies are a reflection of the quality and commitment of their employees. We have selected a proven and well-experienced staff of senior managers and engineers for the Dallas County engagement who have made substantial contributions to each partners' corporate success. Each proposed staff member has the breadth and depth of relevant experience and qualifications required to effectively support a high-visibility IPS and telecommunications program.

The Unisys Team's Dallas County IPS program organization is structured to leverage the core capabilities of each company and to ensure the implementation and management of the effort in the most efficient and cost-effective manner. There is no duplication of effort between prime and subcontractors on our team. Unisys has a strong history of fostering integrated and "badgeless" program organizations comprised of well-motivated and client-focused staff. The processes and tools outlined in our Program Management Plan (including the use of a web portal), have proven successful in Unisys' management of large IT projects and have demonstrated effectiveness in enhancing team communications. The following provides a high-level profile of the Unisys Team senior leadership personnel.



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Unisys Team Sr. Leadership	Key Responsibilities
Mr. Robert Bratt, Unisys Justice Practice and Managing Partner Executive Sponsor for Dallas County IPS	<ul style="list-style-type: none"> Lead for all Unisys' Department of Justice and Inmate Phone projects 28 years of extensive experience overseeing, managing, and implementing complex multi-million dollar programs Over 22 years with the DOJ, where he demonstrated the ability to navigate and resolve difficult budget, development, implementation, schedule, and delivery issues associated with IT projects and U.S. Federal policy programs Served as the PM on an \$800-million program for Telcordia Technologies, a CMM Level 5-rated telecommunications software company
Fadi Zara Unisys Program Manager	<ul style="list-style-type: none"> Responsible for the entire scope of the engagement and the delivery of the IPS solution and for the overall solution deployment to the correctional facilities 15 years of experience managing projects More than 10 years supporting telecommunications projects including the FBOP ITS-3
Steve Hodge, VAC Chief Architect	<ul style="list-style-type: none"> Chief Architect of the Focus system and proposed Dallas County IPS solution Responsible for the overall solution architecture and will manage the development and architecture teams Co-founder of VAC; Executive Vice President of Product Development Over 20 years of experience in the telecommunications industry with KTI Corporation and VAC
Keith Eismann, VAC Program Manager	<ul style="list-style-type: none"> Worked in the telecommunications industry for over 23 years and is one of the pioneers of the Inmate Phone Services Industry. Spent 20 years with MCI Communications/Verizon where he was instrumental in the development and management of MCI's Inmate Phone Services division. Directly responsible for the sales, contract negotiation, financial development and on-going executive level management of each of MCI's Inmate Phone System Customers to include the States of Florida, New York, Louisiana, Ohio, Virginia and Colorado as well as many large County customers to include Dallas County Texas, St. Louis County Missouri and Hillsborough County Florida.

Table 2 : The Unisys Team Leadership

Installation and Transition Highlights

Unisys and VAC personnel will share IPS installation responsibilities. The combined resources of our personnel will facilitate a highly effective implementation of the IPS. The use of a standardized IPS architecture, combined with a well-documented installation plan and our team's installation experience, will substantially reduce associated learning curves, reduce risks, and help ensure on-time installation. Our implementation and migration approach is comprehensive and designed to meet the 60-day transition period established by the County. In developing the plan, the Unisys Team took advantage of its extensive experience and inputs provided by current Unisys and VAC personnel to provide a plan that can be used from day one.

Data Security

Unisys has extensive experience providing information and physical security services for customers on a global basis. The Unisys management approach facilitates development and implementation of security controls, evaluation of the effectiveness of the security model, and assessment of residual risk and threat in the system management, operational, and technical

DALLAS COUNTY
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functions. The outcome is assurance for our programs that the level of security used will protect system information and processing capabilities.

Call Billing, Collection, and Validation

A growing number of recipients of inmate Phone calls subscribe to and receive Phone service from less-expensive Competitive Local Exchange Carrier (CLECs) services. The disadvantage of these CLECs to inmates is that most do not have billing arrangements with other Phone companies; making the receipt of collect calls impossible. This directly limits the ability of inmates to place collect calls to desired parties that use such CLECs. VAC developed a solution that allows anyone to receive calls from inmates, regardless of their Local Exchange Carrier (LECs). Our solution comprises three components, which provide the following calling benefits:

- ✓ Performance of multiple calculations from various data sources to determine if a call can be billed.
- ✓ Compilation of call information that is not available in the Line Information Database (LIDB) from multiple sources to assist in performing billing calculations.
- ✓ Provide household customers with a quick, secure, and reliable method of accepting and paying for prepaid calls.

VAC also provides services and capabilities that include credit validation, predetermined spending limits, a knowledgeable/courteous/multilingual Customer Service Department, and a host of payment options to fit the called party's needs. The process encompasses proprietary systems and services, which offer a safe and viable alternative to collect calls.

Performance Management Highlights

The VAC Technical Assistance Center (TAC) uses the Advanced Host Monitor network management suite for real-time network/systems status and for trouble notification. The Focus system sends critical alarms and alerts in real-time to Host Monitor and "remote agents" which are constantly checking the system health are polled every 10 minutes.

Operations and Maintenance Highlights

The integration of highly qualified field operations staff and the resources of the VAC TAC will ensure streamlined operations, maintenance, and professional solution team support for the County. VAC's extensive experience providing telephonic support for FBOP and several state prison systems will benefit Dallas County by minimizing maintenance ramp-up and orientation periods normally required on this type of engagement. Once the Dallas County IPS is operational, the TAC will be the single point-of-contact for maintenance and operational issues. Technical experts will use the latest available diagnostic tools and knowledge bases to perform first-level technical triage on all maintenance calls received from Dallas County staff or on-site staff. Should additional on-site support be required, Unisys or VAC will be ready to respond. VAC's 19-plus years of experience in the inmate telephony business combined with Unisys' more than 30 years of field support expertise will ensure high-quality, comprehensive Dallas County IPS operations and maintenance support.

Summary

As an industry leader in providing world-class inmate Phone systems, the Unisys Team is committed to working in partnership with the Dallas County to meet your IPS goals and objectives.

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We will do so by implementing best-in-class hardware and software, leveraging existing capabilities and knowledge, and driving increased productivity to lower operating costs and rates. We offer Dallas County an IPS solution built for and proven in multiple corrections environments. The IPS solution offered by the Unisys team is reliable and scalable. Our solution will efficiently accommodate system enhancements and additional future functionality, security and fault/tolerance redundancy. We are also confident that we are the team best suited to work with the County to identify new system capabilities and services that will increase your ability to detect and eliminate criminal activities conducted over the IPS.

As summarized in Exhibit 1- The Unisys Approach, the Unisys Team is confident that we offer the County the best value IPS solution and associated services. Our approach assures proven best practices in management of large-scale systems. Our well developed plans and approaches for quick start up and low-risk transition from legacy to next generation systems facilitate fast, low-risk installations and our field force will offer reliable and responsive on-going support. We are excited about the opportunity to work with you to deploy and maintain a highly reliable and robust IPS solution.

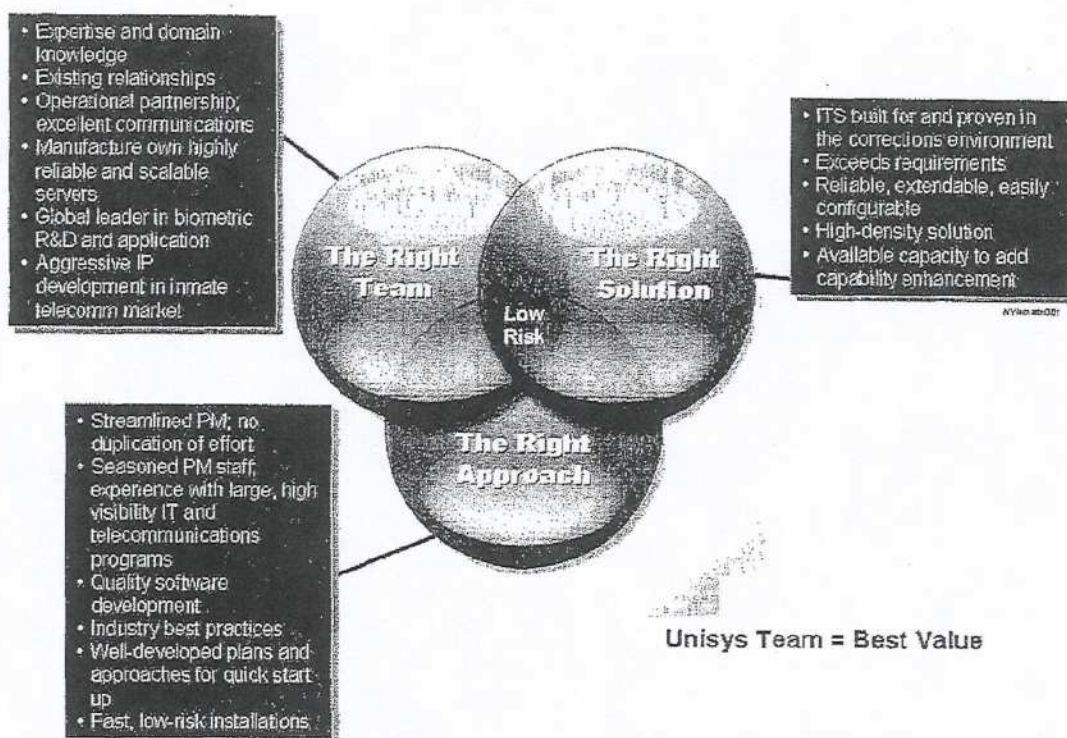


Exhibit 1- The Unisys Approach

1 Response to BAFO Points

1.1 Visitation Phone Recording

VAC currently provides recording and monitoring capabilities on visitation phones for several of its existing County customers using the same Focus System configuration that has been proposed to Dallas County. To provide the requested recording capability, all existing visitation stations will be hard wired back to the on-site Focus Inmate Phone System (IPS). Recording will be stored on the systems Raid 5 Disk Array and will be available for playback or copy to CD from any System workstation. Unisys has configured the system to provide ninety (90) days of on-line recording.

Because the visitation phone recordings will be stored in the Focus IPS, authorized users will have access to the same features and functionality they have with the Inmate Phone Recordings. The Focus System Shadow Component will allow authorized users to Monitor conversations real time, listen to historical recordings, burn court admissible CD copies of recordings and establish system limitations by inmate PIN or individual visitation phone set. Provided below is a summary of the Focus Shadow capabilities that will be available to authorized system users. It is important to note that any of the system recording and monitoring capabilities as listed within the original Unisys RFP response can be used for management of the Visitation phones and recordings.

- **Phone Activation via Inmate PIN:** In the event that the County implements Inmate PINs, the Inmate will be required to input his/her PIN to activate the connection between the inmate phone and the guest phone.
- **Automated Voice Overlays:** At the start of each call an automated announcement can be played stating that the Call will be recorded and monitored. This message can also be played at random periods throughout the call.
- **Visitation Time-limits:** Time Limits can be established for each visitation. The parties will be informed one minute prior to the limit end that their call will end in sixty (60) seconds. This feature can be implemented with or without PIN activation.
- **Time Between Calls Limits:** To ensure fair use of visitation phone in un-administered visitation areas, a time limit can be placed on an individual inmate PIN. For example, the County may choose to establish a one-hour time limit between calls for an individual inmate. This would eliminate any chain calling.
- **Visitation Phone Use Schedule:** As with any inmate Phone, the County could establish phone use schedules by phone or even by inmate PIN. During non-active time periods the phones would be inactive.
- **Phone Shut Down:** Authorized County users will have the capability to shut down individual visitation phones, groups of phones or all visitation phones system wide from any PC Workstation.

To access any visitation recording, an authorized user will open the Web Browser webpage via an icon on the Unisys provided PC workstation. Web browser allows the user to search for call

records using complex queries of the call database or quick searches of call records by inmate ID, Visitation Station ID and/or date and time of call. When the results are displayed on the screen, the user can click on the speaker icon and the call recording will start playing from the workstation speakers or headphones and a graphical display of the audio will show on the screen to aid in forensic examination of the call. If the user determines the call should be exported to CD, a simple click of a button puts the call in the export buffer. It is important to note that recording retrieval is not site specific. An authorized user can pull any recording regardless of the originating site from any System workstation.

While listening, the investigator may add notes to the call recording file. The investigator may even select a specific portion of the recorded conversation to save as a separate file and add notes related to his/her findings.

The Web Shadow investigative toolkit allows authorized users to:

- Create user-defined Ad Hoc Queries to isolate suspect call records & recordings
- Customize results display to include most critical data
- Select various recordings for export to CD (with or without encryption)
- Save time with quick recording download and CD creation
- Mark selected recordings as protected for long-term on-line storage
- Create and store investigator notes with each recording file
- Define multiple user-specific query "profiles" for on-going investigations or tasks
- View full call detail for each recording with a single click
- Control recording playback speed
- Create user-defined target excerpts from a recording and loop playback

Real Time Monitoring: From any Unisys provided workstation an authorized system user can silently monitor visitation discussions in real time. The authorize user simply logs into the system and views active visitation by PIN or visitation station. The user can immediately begin monitoring a call by simply clicking the mouse on the active conversation file. Although the inmate and the guest have been notified that their calls will be monitored, they will be not be alerted to an active monitoring condition.

Auto Scan Monitoring: The Focus Shadow recording platform provides enhanced call monitoring function through its unique feature "AutoScan". AutoScan provide the ability for an Authorized User to automatically scan all active conversations in a rotating sequence, with the option of stopping on any conversation that requires further attention. AutoScan can be set at a desirable scanning interval of 5 – 90 seconds via the "Interval:" button on the call monitor screen. This will continue until scanning is shut off. The advantage of this feature is that an investigator can perform other tasks while listening to portions of conversations. If during this scanning the investigator determines based on the conversation that they would like to continue to listen to a specific call the scanning feature can be disabled with a mouse click.

Manual Visitation Cut Off: The Focus System will allow authorized users to instantly terminate any call in progress. If during the silent monitoring process an authorized user determines that a visitation should be terminated they simply double click on Cut-Off. The visitation will immediately end and any time limits between calls will take effect.

Visitation Alert Settings: The Focus System will allow authorized users of different access levels to establish alert settings by inmate Personal Identification Number (PIN). An investigator may request that the System alert the investigator via cell phone contact or pager when an inmate utilizes his/her PIN to activate a Visitation phone. The investigator can then begin live monitor of the call or pull the recorded conversation at a later date.

1.1.1 Visitation Phone Equipment

All existing visitation stations will be hard wired back to the on-site Focus IPS. Each visitation setting will consist of one "inmate" phone and one "guest" phone. The phones will not have capability to place outgoing calls and will not be equipped with a ringer. Unisys recommends that the county require inmates to enter a PIN during the use of visitation phones. In the event that the County implements Inmate PINs, Unisys will replace the inmate side of each visitation phone pair with a Wintel Macro Inmate Phone. This phone is equipped with a key pad for input of the inmate PIN and is constructed of a high grade stainless steel. The construction of this phone should eliminate many of the existing phone replacement trouble tickets that exist today. The guest-side of the visitation pair will be replaced with Wintel's Visitation phone as needed. This phone is basically a handset and handset cradle. The unit is constructed of high grade stainless steel and should help minimize the current replacement problems. Should the County choose not to implement inmate PINs, Unisys will maintain and replace each side of the visitation setting with Wintel's Visitation Phone as needed.

1.1.2 Visitation Call Set-Up

When the inmate enters the visitation area, they will lift the handset of the phone and hear system generated dial tone. The inmate will enter his/her assigned PIN using the phone keypad. Upon acceptance of the PIN, the system will play an announcement as follows: "This call will be monitored and recorded." This notice will be audible to both parties. At this point, the inmate will be connected to the guest phone and any County implemented Time Limits will begin. When the call reaches 1 minute from the established time limit, the system will announce that the callers have sixty (60) seconds remaining. When the time limit has expired, the call will be disconnected. Each visit will be tracked in the form of a call detail record and can be viewed and reported by PIN using the Focus workstation. Each visit will be recorded and stored for future playback access using the Focus workstation. Each visit may be silently monitored by investigative personnel via the Focus workstation.

1.2 Contract Provision Exceptions

Unisys takes exception to the following provisions contained in the Dallas County draft Contract and offers the following proposed language for the County's consideration.

Section	Section Title	Proposed Language
8	Contractor's Software	<p>Except as indicated herein below, or as the Parties may otherwise agree in writing, development or improvements made to the Software provided by CONTRACTOR under this Contract shall be considered instantly vested and fully owned by CONTRACTOR as fully and completely as if a proper, enforceable work for hire under the copyrights laws. If any such Software improvements are not considered a work made for hire under applicable law, COUNTY hereby irrevocably assigns to CONTRACTOR all of COUNTY's right, title, and interest in and to such improvements. COUNTY shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason CONTRACTOR fails to obtain ownership of the improvements and such ownership is vested in</p> <p>COUNTY or its employees or agents, COUNTY agrees to i) promptly and legally transfer rights in such improvements to CONTRACTOR wherever possible and (ii) wherever not possible, at no cost to the CONTRACTOR promptly grant to the CONTRACTOR a perpetual, exclusive, royalty-free and world-wide license to use the SOFTWARE improvements for any purpose, and to assign and sublicense its license rights.</p> <p>The Parties further agree that, upon any expiration/termination of this Contract, in the event COUNTY elects to enter into a license with CONTRACTOR for the Software (including any improvements) such license will be at any then-existing pricing and license terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any improvements) from the infrastructure upon which they reside), COUNTY shall not pay any additional fees or other consideration for Software improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Contract.</p> <p>The Parties further agree that, in the event COUNTY elects to enter into a license with CONTRACTOR for the Software (including any CONTRACTOR Software improvements), such license shall (1) be for the express benefit of COUNTY alone; and include a commitment by COUNTY that no third party (including any third party service provider providing services, such as IT services, to COUNTY) shall have access to the Software (including any CONTRACTOR Software improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of COUNTY alone; and (2b) said third party shall not access or use Software (including any improvements) for the purpose of developing or modifying a competitive product.</p> <p>COUNTY's right to use the Software and Third Party Software is granted only during the term of this Contract.</p> <p>Any additions or modifications to this Section shall be made by mutual agreement of the Parties.</p>
9 (2)	Termination: With Cause	<p>2) With Cause: County reserves the right to terminate this Contract immediately in whole or in part, at its sole discretion for the following reasons:</p>

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	(Unisys accepts the Termination language preceding section 9(2))	<p>a) Lack of, or reduction in, funding or resources;</p> <p>b) Non Performance: CONTRACTOR'S substantial non-performance of the specifications of this Contract or non-compliance with the material terms of this Contract shall be a basis for termination of the Contract by the County. Termination, in whole or in part, by the County under this Section may be made at County's option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to CONTRACTOR with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall not pay for work, equipment, services or supplies that are not authorized or do not substantially conform to the requirements of this Agreement. At County's sole discretion and with written notice by County, CONTRACTOR may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with CONTRACTOR'S performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Contract under any other provisions herein.</p> <p>c) In County's sole discretion, if termination is necessary to protect the health and safety of clients;</p> <p>d) If CONTRACTOR becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment or all or substantially all of its obligations, and/or</p> <p>e) CONTRACTOR'S inability to perform under this Contract due to judicial order, injunction or any other court proceeding.</p>
10	Monetary Restitution	In the event this Contract is prematurely terminated due to non-performance and/or withdrawal by CONTRACTOR, COUNTY shall have the right to seek monetary restitution (to include but not limited to withholding of monies owed) from CONTRACTOR to cover the costs for interim services which would be the difference of a higher cost (difference between termination CONTRACTOR'S rate and new vendor's rate) beginning the date of CONTRACTOR'S termination through the contract expiration date. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from CONTRACTOR.
12	Indemnification	CONTRACTOR, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County against any and all third party losses, damages, causes of action, claims, demands, liabilities, judgments, suits, fines, assessments, penalties, adverse awards and/or other expenses, (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance or otherwise) including reasonable legal and related legal fees and expenses that are incurred by County arising out of or on account of or resulting in injury to persons (including death) including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to tangible property (but not loss or damage to information or data) directly arising out of any negligent act or omission in the performance of its

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		<p>obligations pursuant to this Agreement by CONTRACTOR, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "CONTRACTOR"). This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. CONTRACTOR further agrees to defend (at the election of County) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein. Such indemnification is conditioned upon COUNTY promptly notifying CONTRACTOR in writing of the claim, permitting CONTRACTOR to control the defense and settlement of the claim and reasonably cooperating with COUNTY at COUNTY'S expense, in defending or settling the claim.</p> <p>Approval and acceptance of CONTRACTOR'S services by County shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard.</p>
15	Insurance	<p>CONTRACTOR ("Firm" for purposes of this Section) agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.</p> <p>A. Within ten (10) calendar days after the Effective Date of this Contract, Firm shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Firm shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Director (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract and authorized to do business in the State of Texas. Such insurance shall show COUNTY as the certificate holder (general liability insurance). The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) but only to the extent of the liability as set forth in the indemnity provision of this Contract.</p> <p>B. Such insurance shall provide, at a minimum, the following coverages:</p> <p>1) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Crime Policy: Firm shall maintain a Crime Policy for Employee Dishonesty with a limit of not less than \$1,000,000.00. Coverage shall include provision for Theft, Disappearance and Destruction.</p> <p>2) Workers' Compensation Insurance that meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. In the event that any work is sublet Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers</p>

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		<p>Compensation statute, the Contractor shall provide and shall cause each sub-contractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected. Types of Coverage Limits of Liability Workers' Compensation Statutory Employer's Liability Bodily injury by Accident \$500,000.00 Each Accident Bodily injury by Disease \$500,000.00 Each Employee Bodily injury by Disease \$500,000.00 Policy Limit</p> <p>3) Professional Liability. Firm shall maintain professional liability insurance covering errors and omissions and, if policy is claims made, maintain thereafter for an additional three (3) years from the date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in the amount of not less than Fifteen Million Dollars (\$15,000,000.00) with certificates evidencing such coverage.</p> <p>4) Comprehensive Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab). Firm shall furnish to the County Risk Manager a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.</p> <p>C. Firm agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:</p> <p>1) This insurance shall not be canceled, limited in scope or coverage or for non-payment of premium, has been given by the insurance company to the COUNTY.</p> <p>2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.</p> <p>3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.</p> <p>4) Provide for notice to the COUNTY Purchasing Director at the address shown in this Contract by registered mail, return receipt requested, and full postage paid, sent to:</p> <p>Records Building, 6th Floor 509 Main Street, Room 103 Dallas, Texas 75202-5799</p> <p>D. Firm shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.</p> <p>E. It is agreed that the Firm's insurance shall be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability arising out of operations under this Contract with the COUNTY but only when required to respond as set forth in the indemnity provision of this Contract.</p> <p>F. Firm shall be solely responsible for all cost of any insurance as required here. All insurance coverage shall be on an occurrence basis or a claims basis.</p> <p>G. It is the intent of these requirements and provisions that insurance covers all cost</p>

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		<p>and expense so that COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.</p> <p>H. Insurance certificates. The certificates of insurance shall list COUNTY as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Firm under this Contract, shall be delivered to the Dallas County Purchasing Director located 9 at the Dallas County Records Building, 509 Main Street, 6th Floor, Dallas, Texas 75202 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days after the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at COUNTY'S sole discretion.</p> <p>I. If Firm and/or its subcontractors fail to comply with any of the requirements relating to insurance, COUNTY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Firm the expense of obtaining such insurance and the cost of insurance premiums. COUNTY will give Firm five (5) days advance written notice prior to taking such action. However, neither Firm nor any third party shall have any recourse against the COUNTY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Firm.</p> <p>J. In the event Firm fails to maintain insurance as required herein, Firm shall immediately cure such lapse in insurance coverage at Firm's sole expense, and pay County in full for all costs and expenses incurred by COUNTY under this contract as a result of such failure to maintain insurance by Firm, including costs and reasonable attorney's fees relating to COUNTY's attempt to cure such lapse in coverage. Such costs as attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to FIRM by COUNTY. Moreover, COUNTY shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Firm by COUNTY to cover COUNTY's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against COUNTY for any matter that should have been covered by the required insurance. FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEY'S FEES INCURRED BY COUNTY DUE TO FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. FIRM, AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR FIRM IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT COUNTY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.</p>

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		<p>K. Approval, disapproval or failure to act by COUNTY regarding any insurance supplied by Firm shall not relieve Firm of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Firm from liability.</p> <p>L. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies COUNTY may have upon Firm's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:</p> <ol style="list-style-type: none"> 1) Order Firm to stop work hereunder, which shall not constitute a Suspension of Work; 2) Withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance; 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in: <ol style="list-style-type: none"> a) termination of this Contract; b) demand on any bond, as applicable; c) the right of COUNTY to complete this Contract by contracting with the "next low proposal." Firm will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to COUNTY by Firm on demand; or d) any combination of the above; <p>M. Firm shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or Firm, known to Firm related to or arising out of Firm's activities under this Contract.</p> <p>N. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of Firm, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by Firm, its employees, subcontractors, and agents.</p> <p>O. Nothing herein contained shall be construed as limiting in any way the extent to which Firm may be held responsible for payments of damages to persons or property resulting from Firm's or its subcontractor's performance of the work covered under this Contract.</p> <p>P. Firm shall notify COUNTY in the event of any material change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.</p> <p>Q. Standard of Care: Services provided by Firm under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.</p> <p>R. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.</p> <p>S. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.</p>

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16	Right of Review and Audit	COUNTY may review any and all services performed by CONTRACTOR under this Contract. COUNTY is hereby granted the right to audit, at COUNTY'S expense and election at a mutually agreeable time, all of Firm's records and billings relating to the charges and payments under this Contract. Firm agrees to retain such records for a minimum of three (3) years following completion of this Contract.
17	Prevention of Fraud and Abuse	<p>CONTRACTOR shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving CONTRACTOR's employees or agents shall be reported immediately by the COUNTY to the Office of the Inspector General for appropriate action. Moreover, CONTRACTOR warrants to be not listed on a local, COUNTY, State or federal consolidated list of debarred, suspended and ineligible CONTRACTORS and grantees.</p> <p>CONTRACTOR and COUNTY agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Contract do not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. CONTRACTOR shall, upon notice by COUNTY, refund expenditures of the CONTRACTOR that are contrary to this Contract and proven by the COUNTY to be inappropriate.</p>
18	Transition Services Required of Contractor	Upon notice of termination and/or expiration of this Contract, COUNTY shall immediately have the right to audit any and all records of CONTRACTOR relating to the charges and payments under this Contract. Moreover, upon termination and/or expiration date of this Contract, CONTRACTOR agrees to transition the services provided herein in a cooperative manner and provide any reasonable requests from the COUNTY relating to transition services at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; (ii) Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Final accounting of all income from the Contract; (iv) Downloading and removal of all County information from the CONTRACTOR's equipment and software; (v) Removal of CONTRACTOR services without affecting the integrity of COUNTY's systems; and (vi) All County Records and County property. This provision shall survive Contract termination.
21	Security for Faithful Performance	<p>With the execution and delivery of the Contract, CONTRACTOR shall furnish and file with Dallas County within thirty (30) calendar days of award and in the amounts herein required, the following Surety Bonds. Such Surety Bonds shall be in accordance with the provisions of Section 2253.01 of the Texas Local Government Code and/or as amended.</p> <p>A. A good and sufficient Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, as evidenced by the RFP# _____, or otherwise guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the plans, specifications and Contract documents, including any extensions thereof, for the protection of the County. Should COUNTY exercise any Contract extension option for additional Contract terms, it will be CONTRACTOR's responsibility to have the surety company provide to County confirmation of the existing bond or provide a new bond, if applicable. Bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the</p>

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Section	Section Title	Proposed Language
		<p>Work by Commissioners Court.</p> <p>B. Bonds shall be executed by a duly authorized surety company. The County will accept only those bonds executed by those surety companies listed in 13 Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury."</p> <p>C. No sureties will be accepted by the County who are now in default or delinquent on any bonds or who are interested in any litigation against the County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.</p> <p>D. Each bond shall be executed by Contractor and the surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety.</p> <p>E. In lieu of a performance bond, Contractor may submit a cashiers check in the amount of five percent (5%) of the total Contract amount guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the Contract documents, including any extension thereof for the protection of the County.</p> <p>F. In the event the Contract is prematurely terminated due to non-performance and/or Contractor's request, County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from Contractor, which amount Contractor shall immediately pay.</p> <p>G. All bonds shall be delivered to the <i>Dallas County Purchasing Department, c/o Linda Boles, 509 Main Street, 6th Floor Dallas, Texas 75202</i>, within thirty (30) calendar days after award of the Contract. H. County will disburse no payment for goods or services provided unless a good and sufficient bond is on file with the County.</p>
24	Subcontracting	<p>Firm may not enter into Contracts with subCONTRACTORS for delivery of the designated services outlined in this Contract without prior written consent of the COUNTY, of which such consent shall not be unreasonable withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by CONTRACTOR will be in writing and subject to all requirements herein. CONTRACTOR agrees that it will solely be responsible to COUNTY for the performance of this Contract. Firm shall pay all subCONTRACTORS in a timely manner. COUNTY shall have the right to prohibit Firm from using any subCONTRACTOR.</p>
25	Assignment	<p>During the term of this Contract, CONTRACTOR may not sell, assign, transfer or convey this Contract without the written consent of Dallas COUNTY Commissioners Court, of which such consent shall not be unreasonable withheld. Should COUNTY authorize CONTRACTOR to subcontract (assign) any portion of this Contract, CONTRACTOR will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, CONTRACTOR shall maintain a continuous effective business relationship with the subCONTRACTOR(s) including, but not limited to, regular payments of all monies owed to any subCONTRACTOR(s). In the event of failure by CONTRACTOR to comply with these requirements, COUNTY</p>

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Section	Section Title	Proposed Language
		<p>may, at its option, terminate this Contract. CONTRACTOR understands and agrees that in the event that all or substantially all of</p> <p>CONTRACTOR's assets are acquired by another entity, CONTRACTOR is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of CONTRACTOR's assets, COUNTY, at its option, may terminate or renegotiate the terms of this Contract.</p>
27	Government Funded Project	<p>If Contract is funded in part by either the State of Texas or the federal government, CONTRACTOR agrees to timely comply to any statute, rule, regulation, grant contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein, and that is directly applicable to the services rendered under the terms of this Contract. CONTRACTOR will provide to COUNTY the cost impact, if any, imposed by these additional or greater requirements.</p>
Unisys requests the addition of a warranty provision	Warranty	<p>CONTRACTOR warrants that (1) it has the appropriate knowledge and skill to perform the agreed Services and (2) it will use commercially reasonable efforts to provide the Services on a timely basis and in the manner described.</p> <p>CONTRACTOR MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE SERVICES AND DOCUMENTATION PROVIDED. CONTRACTOR DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR OTHER UNINTENDED CONSEQUENCES OF ANALYSIS OF CODE FURNISHED BY CLIENT. ANY WARRANTIES MADE TO CLIENT EXTEND SOLELY TO CLIENT.</p>
Unisys requests the addition of a limitation of liability provision	Limitation of Liability	<p>For any claim or cause of action arising under or related to the Contract: (i) none of the parties shall be liable to the other for punitive, special, consequential damages, or indirect damages, to include without limitation, damages for loss of data, loss of use or loss of revenue, even if it is advised of the possibility of such damages; and (ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action; except that for any defective non-Unisys products provided under this Contract, Unisys maximum liability is a refund of the amount paid to Unisys for such Products (not including any amounts paid for related Services) returned to Unisys within ninety (90) days after shipment.</p>

2 Best and Final Cost Quotation

2.1 Scenario 1: Inmate Telephony plus Installing, Maintaining, and Providing the Ability to Record Inmate Visitor Phones

The proposed commission for Scenario 1 is 40% of billable revenue for the first 12 months of the contract and 62% of billable revenue for the remaining 6 years of the contract. The reduced commission for Year 1 is to offset the installation and cost of new visitation phones with keypads and the additional hardware and software required to record, store, and retrieve conversations. The following are the proposed rates for Scenario 1.

Proposed Rates		
	Surcharge	Rate Per Minute
Local	\$ 2.00	\$ -
IntraLata	\$ 3.50	\$ 0.20
InterLata	\$ 3.50	\$ 0.29
InterState	\$ 3.85	\$ 0.80

2.2 Scenario 2: Inmate Telephony plus Installing and Maintaining Visitor Phones

The proposed commission for Scenario 2 is 62% of billable revenue. The following are the proposed rates for Scenario 2.

Proposed Rates		
	Surcharge	Rate Per Minute
Local	\$ 2.00	\$ -
IntraLata	\$ 3.50	\$ 0.20
InterLata	\$ 3.50	\$ 0.29
InterState	\$ 3.85	\$ 0.80

2.3 Scenario 3: Inmate Telephony

The proposed commission for Scenario 3 is 62% of billable revenue. The following are the proposed rates for Scenario 3.

Proposed Rates		
	Surcharge	Rate Per Minute
Local	\$ 2.00	\$ -
IntraLata	\$ 3.50	\$ 0.20
InterLata	\$ 3.50	\$ 0.29
InterState	\$ 3.85	\$ 0.80

Authorized Signature: _____

Catherine A. Solibakke
Contracts Director, Federal Systems, Civilian Group